



**MEMORANDUM  
OFFICE OF THE COUNTY MANAGER**

Agenda Item No. 10(G)(1)(A)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** June 7, 2005

**FROM:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "G. Burgess", is placed over the printed name of George M. Burgess.

**SUBJECT:** Resolution Approving  
50-Year Amedic Lease

The attached item is being placed on the Board of County Commissioners' agenda at the request of Marvin O'Quinn, President/CEO of Jackson Health System.

Pursuant to discussions raised at the May 11, 2005 Community Outreach, Safety, and Healthcare Administration Committee, this item has been amended to reflect two changes: 1) A scrivener's error reflecting the correct renewal period as 25 years instead of 20, and 2) requiring that the University of Miami's option to renew the lease is contingent upon approval of the Public Health Trust Board of Trustees and ratification by the Board of County Commissioners.

A handwritten signature in black ink, appearing to read "Gloria T. Hudak", is placed above a horizontal line.  
Assistant County Manager



# MEMORANDUM

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** June 7, 2005

**FROM:** Marvin O'Quinn, President/CEO  
Jackson Health System

**SUBJECT:** Resolution approving  
50-year Amedic Site Lease

## **RECOMMENDATION**

At the April 25, 2005 meeting the Board of Trustees of the Public Health Trust adopted Resolution No. PHT 04/05-068 approving a 50-year land lease to the University of Miami School of Medicine for the "Amedic Site", generally described as Tract E, Highland Park Drive section 2 plat book 125 page 43. The University of Miami will pay an annual rental of \$10.00, however, the tax assessed value of the "Amedic Site" will be addressed in the Annual Operating Agreement between the Trust and the University of Miami. The Trust recommends that the Board of County Commissioners approve the lease and authorize the County Manager to execute it.

## **BACKGROUND**

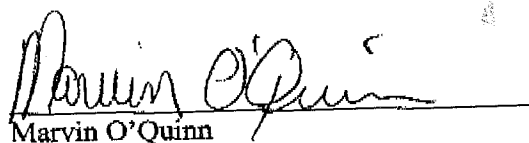
The University of Miami plans to construct a 168,000 square foot wet lab facility on the "Amedic Site". This facility will contain seven floors of wet labs and research office space as well as two floors of research support space and one mechanical floor. An additional 27,000 SF may be constructed on the site as well to house a new campus-wide chiller plant.

The University of Miami will fund and provide all code required parking for the new Interdisciplinary Wet Lab Building related to the Amedic Site. In addition, the University will fund and provide 95 parking spaces to replace the 95 spaces removed from the SD-10 district as a result of the project. Parking will be provided so that the net impact of the project on the SD-10 district is zero. The proposed project will not create or impose any code requirements for additional parking on the Public Health Trust.

The University will provide all utilities to support the new Interdisciplinary Wet Lab Building at the Amedic site either in a stand-alone plant serving the new building or in a new campus-wide energy plant and chilled water loop.

The University will continue to adhere to its small business and minority participation policies as well as its bidding policies which have been attached herein. The University actively recruits and encourages licensed, insured, and bonded small businesses and minority vendors to participate in University construction projects. In recent years the University of Miami has awarded between 55 to 66% of its Non-Capital Medical Projects to small businesses or minority vendors.

The lease is planned to commence at the point the University can obtain the necessary regulatory permits and approvals. The University will also bring to the committee the proposed facility upon completion of the design for your review and approval prior to the permitting process.



Marvin O'Quinn  
President/CEO  
Jackson Health System



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** June 7, 2005

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 10(G)(1)(A)

Please note any items checked.

\_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

\_\_\_\_\_ 6 weeks required between first reading and public hearing

\_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing

\_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget

\_\_\_\_\_ Budget required

\_\_\_\_\_ Statement of fiscal impact required

\_\_\_\_\_ Bid waiver requiring County Manager's written recommendation

\_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing

\_\_\_\_\_ Housekeeping item (no policy decision required)

\_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor

Veto \_\_\_\_\_

Override \_\_\_\_\_

Agenda Item No. 10(G)(1)(A)

6-7-05

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING OF A 50-YEAR LAND LEASE  
AGREEMENT WITH UNIVERSITY OF MIAMI FOR THE  
"AMEDIC SITE" INCLUDING A 25-YEAR OPTION TO  
RENEW, AND AUTHORIZING THE COUNTY MANAGER TO  
EXECUTE THE LEASE

**WHEREAS**, pursuant to Chapter 25A of the Code this Board created the Public Health Trust ("PHT"); and

**WHEREAS**, Chapter 25A provides that the Trust shall be responsible for the operation, maintenance and governance of what are called "designated facilities"; and

**WHEREAS**, Chapter 25A further provides that the fee simple title to the "designated facilities" shall remain with Miami-Dade County; and

**WHEREAS**, the property generally known as Tract E of Highland Park Drive, Section 2, Plat Book 12, Page 43 (the "Amedic Site") is part of the Trust's "designated facilities"; and

**WHEREAS**, The University of Miami School of Medicine desires to enter into a long term land lease for the Amedic Site for the construction of a 168,000 square foot wet lab facility and a 27,000 square foot chiller plant; and

**WHEREAS**, the PHT Board of Trustees pursuant to the attached Resolution No. PHT 4/05-068 authorized the long term land lease for a period of 50 years with a 25-year option to renew; and

**WHEREAS**, the lease will require execution by the County as the fee simple title holder of the Amedic Site,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby approves the 50-year land lease agreement with University of Miami for the "Amedic Site", including a 25-year option to renew by the University of Miami subject to approval by the PHT Board of Trustees and ratification by this Board, and authorizes the County Manager to execute the lease in substantially the form attached hereto, subject to approval by the County Attorney.

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of June, 2005. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA

BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

JP/RA6

Jeffrey Poppel

REVISED

Agenda Item 8 (b) (6)  
Fiscal Affairs, Purchasing & Budget Committee  
April 25, 2005

RESOLUTION NO. PHT 04/05 -- 068

**RESOLUTION AUTHORIZING THE PRESIDENT OR HIS DESIGNEE TO ENTER INTO A LAND LEASE AGREEMENT WITH THE UNIVERSITY OF MIAMI, AS LESSEE AND THE PUBLIC HEALTH TRUST MIAMI-DADE COUNTY, AS LESSOR FOR THE SITE KNOWN AS THE "AMEDIC SITE" AND IDENTIFIED IN THE MIAMI DADE PROPERTY APPRAISER AS THE HIGHLAND PARK DRIVE SECTION 2 PLAT BOOK 125 PAGE 43 TRACT E, FOR A PERIOD OF 50 YEARS WITH A 25-YEAR OPTION TO RENEW, AT THE RATE TO BE DETERMINED AS PART OF THE ANNUAL OPERATING AGREEMENT NEGOTIATION FOR THE CONSTRUCTION OF ONE OR MORE BUILDINGS ON THE PROPERTY FOR THE USE AND BENEFIT OF THE UNIVERSITY OF MIAMI SCHOOL OF MEDICINE.**

WHEREAS, this Board desires to accomplish the purposes outlined in the attached agenda item;

and

WHEREAS, the President, Facilities Development and Fiscal Affairs, Purchasing and Budget Committees recommend approval.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby authorizes the President or his designee to enter into a land lease agreement with the University of Miami, as lessee and the Public Health Trust Miami Dade County, as Lessor for the site known as the "Amedic Site" and identified in the Miami Dade Property Appraiser as the Highland Park Drive section 2 plat book 125 page 43 tract e, for a period of 50 years with a 25-year option to renew, at the rate to be determined as part of the Annual Operating Agreement negotiation for the construction of one or more buildings on the property for the use and benefit of the University of Miami School of Medicine. In accordance with the recommendation set forth in the agenda item attached hereto and incorporated herein by reference.

FACILITIES DEVELOPMENT COMMITTEE  
AGENDA ITEM  
FISCAL AFFAIRS  
AGENDA ITEM

03-15-05  
4-A-1  
04-14-05  
B-1

REQUEST

Staff requests authorization for the President or his designee to enter into a land lease agreement with the University of Miami, as lessee and the Public Health Trust Miami Dade County, as Lessor for the site known as the "Amedic Site" and identified in the Miami Dade Property Appraiser as the Highland Park Drive section 2 plat book 125 page 43 tract e, for a period of 50 years with a 25-year option to renew, at the rate to be determined as part of the Annual Operating Agreement negotiation for the construction of one or more buildings on the property for the use and benefit of the University of Miami School of Medicine.

BACKGROUND

The University of Miami plans to construct a 168,000 SF wet lab facility on the Amedic site. This facility will contain seven floors of wet labs and research office space as well as two floors of research support space and one mechanical floor. An additional 27,000 SF may be constructed on the site as well to house a new campus-wide chiller plant.

The University of Miami will fund and provide all code required parking for the new Interdisciplinary Wet Lab Building related to the Amedic site. In addition, the University will fund and provide 95 parking spaces to replace the 95 spaces removed from the SD-10 district as a result of the project. Parking will be provided so that the net impact of the project on the SD-10 district is zero. The proposed project will not create or impose any code requirements for additional parking on the Public Health Trust.

The University will provide all utilities to support the new Interdisciplinary Wet Lab Building at the Amedic site either in a stand-alone plant serving the new building or in a new campus-wide energy plant and chilled water loop.

The University will continue to adhere to its small business and minority participation policies as well as its bidding policies which have been attached herein. The University actively recruits and encourages licensed, insured, and bonded small businesses and minority vendors to participate in University construction projects. In recent years the University of Miami has awarded between 55 to 66% of its Non-Capital Medical Projects to small businesses or minority vendors.

The lease is planned to commence at the point the University can obtain the necessary regulatory permits and approvals. The University will also bring to the committee the proposed facility upon completion of the design for your review and approval prior to the permitting process.

RECOMMENDATION

I concur with Staff's recommendation to authorize the President or his designee to enter into a land lease agreement with the University of Miami, as lessee and the Public Health Trust Miami Dade County, as Lessor for the site known as the "Amedic Site" and identified in the Miami Dade Property Appraiser as the Highland Park Drive section 2 plat book 125 page 43 tract e, for a period of 50 years with a 25-year option to renew, at the rate to be determined as part of the Annual Operating Agreement negotiation for the construction of one or more buildings on the property for the use and benefit of the University of Miami School of Medicine.

"AMEDIC SITE"

Marvin O'Quinn, President  
The Public Health Trust



# MILLER

## SCHOOL OF MEDICINE

March 2, 2005

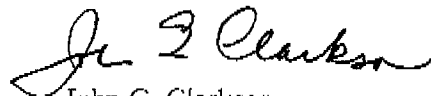
### MEMORANDUM TO THE PUBLIC HEALTH TRUST

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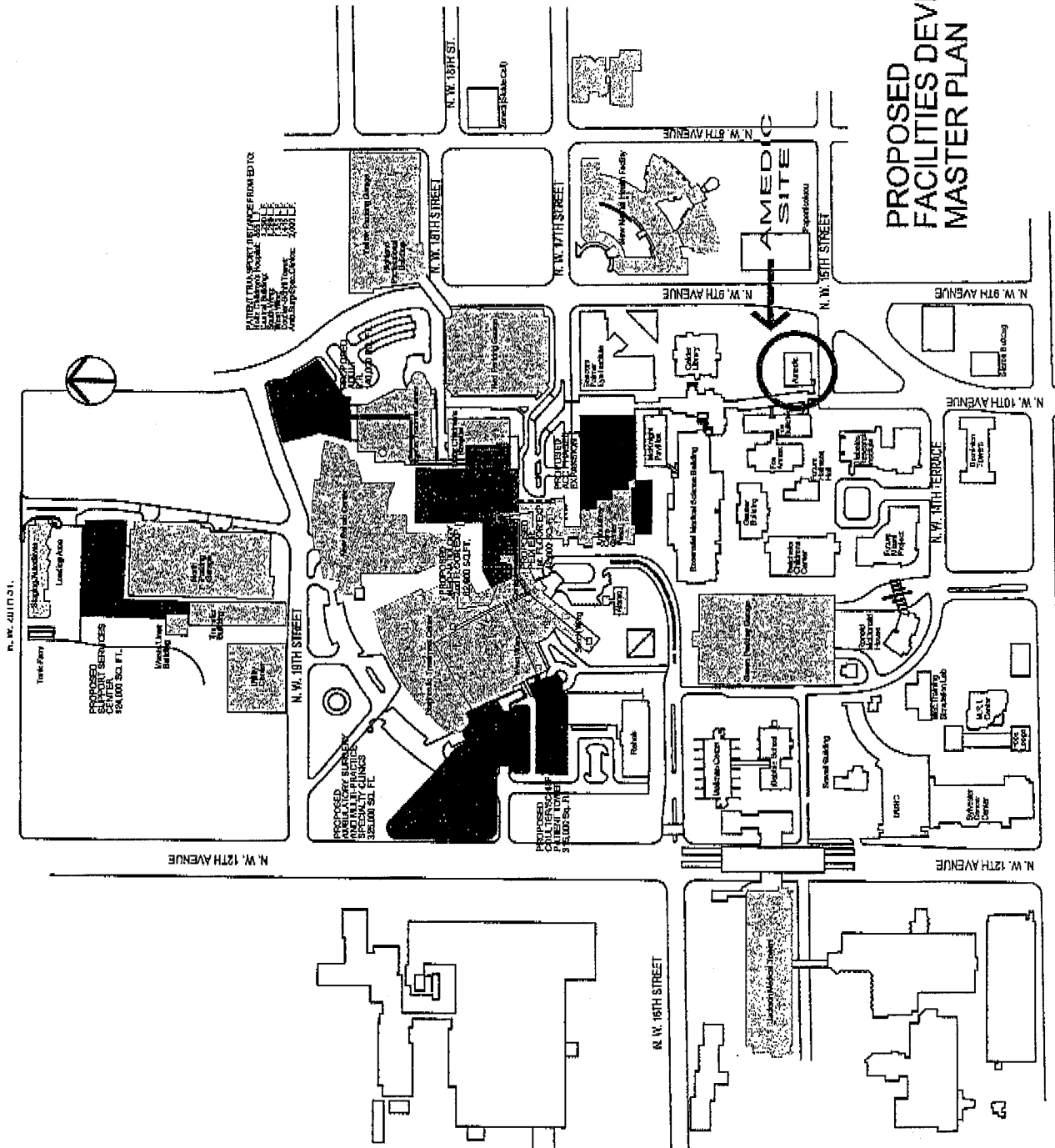
John G. Clarkson  
Senior Vice President and Dean  
Miller School of Medicine  
University of Miami



Senior Vice President for Medical Affairs and Dean • Leonard M. Miller School of Medicine  
Post Office Box 016099 (R-699) • Miami, Florida 33101  
Location: 1600 N.W. 10th Avenue, RMSB 1140 • Miami, Florida 33136  
305-243-6545 • Fax: 305-243-4888

# PROPOSED FACILITIES DEVELOPMENT MASTER PLAN

Srafo-NTS



## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "County"), which through the Public Health Trust (Miami-Dade County and the Public Health Trust shall hereinafter be construed as one entity and referred to as the "Trust"), operates and maintains Jackson Memorial Medical Center in Miami, Florida (the "Medical Center"), and the **UNIVERSITY OF MIAMI**, a corporation not-for-profit organized under the laws of the State of Florida and having its principal place of business in Coral Gables, Florida, hereinafter referred to as the "University."

### **WITNESSETH:**

**WHEREAS**, the Trust is the fee owner of certain property known as the "Amedic Site", as more fully described in Exhibit "A" attached hereto (the "Property"); and

**WHEREAS**, the University desires to lease the above-described land in order to construct thereon a facility to be used for wet lab research space; and

**WHEREAS**, by Resolution No. \_\_\_\_\_ duly adopted on \_\_\_\_\_, \_\_\_\_\_, the Trust recommended the leasing of the above-described land to the University for the purposes herein set forth.

**NOW, THEREFORE**, in consideration of the premises, and the mutual covenants, conditions, limitations and agreements herein contained, the parties agree as follows:

### **ARTICLE I**

#### **LEASED PREMISES/TERM**

The Trust does hereby lease to the University, and the University hereby leases from the Trust, subject to the terms and conditions of this Lease, the Property, as more fully described on Exhibit "A" attached hereto. The Lease shall be for a period of fifty (50) years commencing June 1, 2005 and ending May 31, 2055 for and at an annual rental of Ten Dollars (\$10.00), payable to the Miami-Dade County Finance Department by the University for the use and occupancy of said Property.

Provided that the University is not in default of this Lease upon expiration of the term set forth herein, the University shall have the option of renewing this Lease for an additional twenty-five (25) year period, upon such terms and conditions as are agreed upon by the parties at the time of exercise of the option by the University. The University shall give the Trust one hundred eighty (180) days notice of its intent to exercise the option to renew set forth herein.

### **ARTICLE II**

#### **USE**

**A.** The University agrees to construct, or to have constructed, at no cost to the Trust, one or more buildings on the Property (the "Building(s)") for the use and benefit of the University of Miami School of Medicine including, but not limited to, a wet lab research facility. The University may use the Building(s) for such other purposes which are compatible with Medical Center objectives and as are agreed upon by the University and the Trust.

**B.** The University shall not use or occupy the Property for any unlawful purposes or in any manner that will cause waste (beyond the normal waste generated by Tenant's permitted use of the Property), nuisance or unreasonable annoyance to the Trust.

**C.** The University hereby agrees to enter into an Annual Operating Agreement with the Trust with respect to the facilities constructed on the Property for, as applicable, medical care of the indigent population served by the Medical Center and satellite facilities of the Trust, and the use of the Medical Center's House staff.

### **ARTICLE III**

#### **CHARACTER OF LEASED PREMISES/NO WARRANTIES**

The University agrees that in entering this Lease, it is governed by its own inspection of the Property and its own judgment of its desirability for its purposes, and has not been governed or influenced by any representation of the Trust as to the condition or character of the Property. Except as may be explicitly stated herein, the Trust makes no warranties of any kind with respect to the Property.

### **ARTICLE IV**

#### **COMPLIANCE WITH LAWS/VIOLATIONS**

**A.** The University agrees to comply with all applicable federal, state and local laws, ordinances or regulations which may be applicable to the University's construction, use and/or occupancy of the Buildings(s), the University's performance under this Lease, and/or the Property, including, but not limited to, the Americans with Disabilities Act and the Florida Accessibility Code. As owner of the Property, the Trust agrees to use reasonable efforts to assist and cooperate with the University in complying with such laws or regulations, including, but not limited to, signing any and all permits, forms, etc. as promptly as possible. It is expressly understood, however, that compliance with this Article shall be accomplished by the University as promptly as possible and at the University's expense. It is further understood that if any present or future law, ordinance, regulation or order requires an occupancy permit, license or similar instrument for the Building(s) or the Property, the University shall obtain such permit, license, rules, or instrument, and perform all actions necessary to do so, at the University's sole expense.

**B.** In the event the University is notified of any violation(s) of codes, ordinances, or regulations not attributable to the Trust's work or acts, either by any jurisdictional authority or by the Trust, the University shall proceed as promptly as

possible to begin to remedy such violation(s) and shall diligently pursue the same to completion.

## **ARTICLE V**

### **CONSTRUCTION OF IMPROVEMENTS**

**A.** Construction of the Building(s) shall commence as soon as the University has obtained any and all necessary permits and approvals.

**B.** The plans and specifications for the construction of the Building(s); all other construction and overall landscape design for the Property, including area of use of buildings; plans for ingress and egress; and site development programs to take place on the Property shall be submitted by the University to the Trust for review and approval prior to the commencement of any construction, which approval shall not be unreasonably withheld, delayed or conditioned by the Trust. Said plans shall be in conformance with the master plan for the Medical Center. The Trust shall approve or disapprove, in writing, the plans and specifications submitted by the University within twenty (20) days of their submission to the Trust.

**C.** The University agrees that, in connection with the contemplated construction, the University shall obtain such insurance and post such bonds as the Trust may reasonably require to ensure:

**(i)** that the Trust shall be adequately protected and indemnified against damages resulting from the construction and any activities associated therewith;

**(ii)** that the construction contract shall be performed and completed in a timely manner; and

**(iii)** that all material, new suppliers, and subcontractors shall be promptly paid.

**D.** All signage and graphics to be used by the University on the Building(s) or the Property shall conform to the uniform signage and graphics standards developed by and for the Medical Center at the time of construction.

**E.** The University shall maintain the Property in a clean and orderly condition during construction and shall take such efforts as are necessary to minimize interruptions to the operations of the Medical Center in the area of the Property. The University shall adequately contain all materials, equipment, fixtures, shipping containers and debris within the Property and at no time during construction shall any building facility at the Medical Center be used for trash removal, unless otherwise approved by the Trust.

**F.** The University specifically agrees that no cost, claim, charge, lien or other expense shall be borne by the Trust due to the construction of the Building(s) or any other building structures or permanent improvements. Upon completion of all improvements, the University shall furnish to the Trust evidence of releases of all liens, claims and charges of any nature whatsoever.

**H.** The Trust shall not be liable for any injury, loss, or damage which may occur to any of the University's Building(s) or improvements on the Property, unless caused by the negligence or willful misconduct of the Trust, its agents or employees.

## **ARTICLE VI**

### **SITE PREPARATION AND RELOCATION**

The parties agree that the University may, at its sole discretion, demolish the Amedic Building currently located on the Property. Preparation of the site, and any other costs and expense related to the demolition of the Amedic Building shall be borne by the University. The University shall give ninety (90) days notice to the Trust of the demolition date. All demolition, construction and development activity shall be performed, to the extent possible, in a manner to minimize disruption to daily Medical Center activity and functions in the area and to assure access to all nearby buildings by patients, visitors and employees.

## **ARTICLE VII**

### **ADMINISTRATION**

**A.** The Trust and the University hereby agree that during the time this Lease is in force and effect, the administration and operation of the Building(s) and all construction on the Property shall be under the sole jurisdiction and management of the University of Miami School of Medicine.

**B.** The University agrees to conduct its operations on the Property and in the Building(s) in an orderly manner and so as to not annoy, disturb or be offensive to customers, patrons or others at the Medical Center.

## **ARTICLE VIII**

### **SUPPORTING SERVICES**

**A.** The University agrees that the Trust shall not be responsible for providing the Property herein leased, or any improvements constructed thereon, with supporting services such as electricity, water, gas, exterior or interior maintenance, exterior signs, traffic markings and other like supporting services except as the parties may subsequently agree.

**B.** All personal property placed or moved to, in, or on said Property shall be at the risk of the University or the owner thereof, and Trust shall not be liable, except as may be caused by the negligent acts or omissions of the Trust, its employees or agents, for any loss of or damage to said personal property, nor shall the Trust be liable to the University for damages arising from any act of negligence of any occupants of said land, or of any other person.

## **ARTICLE IX**

### **PARKING**

The University shall provide sufficient parking for the users of the Building(s) on the Property as required by applicable law including the City of Miami Building Code; and shall provide for and/or replace, with the Trust's prior approval, all present parking (approximately 95 spaces) eliminated as a result of construction activities on the Property. The cost and expenses of providing this parking shall not be borne in any manner by the Trust, unless agreed to by the Trust.

## **ARTICLE X**

### **UTILITY EASEMENT**

**A.** The University agrees to assume the responsibility for and to bear the expense of the relocation, adjustment, revision, re-alignment or connection of any existing above or below-grade utilities on the Property or other existing improvements which are to be retained, and which are necessary for the continuing operation of other activities permanently established in the area.

**B.** In connection therewith, the Trust hereby consents to and grants to the University the right to enter into an agreement with Florida Power and Light Company, Miami-Dade County Water and Sewer Department and any other utility company for an easement for the construction, operation and maintenance of any utility facility as may be required on, under or within the Property. The Trust agrees to cooperate with the University to, as promptly as possible, execute and deliver to such utility companies any documents that are necessary to effectuate the purposes stated in this Article.

## **ARTICLE XI**

### **INSPECTION BY COUNTY**

The Trust, by its authorized personnel, may enter upon the Property hereby leased to the University at any reasonable time during business hours for the purpose of making reasonable inspections, incidental to or connected with the performance of the provisions of this Lease, or in the exercise of its governmental functions.

## **ARTICLE XII**

### **COVENANT**

The Trust covenants and warrants that the Trust has good title to the Property, free and clear of all liens, encumbrances, tenancies and restrictions. In the event the Trust is unable to deliver clear title to the Property to the University pursuant to this Lease, the University may terminate this Lease, without further liability to the Trust, which shall be the University's sole and exclusive remedy.

## **ARTICLE XIII**

### **INSURANCE**

**A.** The University shall maintain during the term of this Lease the following insurance:

**(i)** Public Liability Insurance on a comprehensive basis and contractual liability in amounts not less than \$1,000,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage, and Contractual Liability Insurance covering all liability arising out of the terms of this Lease.

**(ii)** Automobile liability, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence of bodily injury and \$100,000.00 per occurrence for property damage.

**(iii)** Worker's Compensation Insurance as required by Florida Statutes, Chapter 440.

**B.** The insurance coverage required herein shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of the University under the Lease.

**C.** All insurance policies and surety bonds required under this Lease shall be issued by companies authorized to do business under the laws of the State of Florida, and the financial rating of the insurance company insuring the University's interest should be at least twelve (12) in accordance with the Best Rating Guide on a scale of one (1) through fifteen (15).

**D.** The Trust shall be named additional insured in policies of insurance required by this section.

**E.** The University shall, upon execution of this Lease, furnish evidence of insurance required herein to the Trust, subject to the approval of the County Manager and the Insurance and Safety Division, and thereafter thirty (30) days prior to the expiration date of the policies, which evidence shall clearly indicate that the University has obtained insurance in the type, amount and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Trust. The Trust reserves the right to reasonably amend the insurance requirements herein by the issuance of notice, in writing, to the University.

**F.** Compliance with the foregoing requirements shall not relieve the University of its liability and obligations under this Article or any other portion of this Lease. If determined necessary by the County Manager or his designee, the University shall deliver to the Trust, upon demand, certified copies of any policies required herein for review and upon completion of said review, said policy or policies shall be returned to the University. However, no default is to be charged against the University by reason of inaction of the Trust in passing on the insurance policy offered by the University.

**G.** At no time shall the Property be without insurance coverage as described herein.

#### **ARTICLE XIV**



## **INDEMNIFICATION**

**A.** The University shall defend, indemnify and save the Trust, and the Trust's agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with (i) any accident, injury or damage whatsoever caused to any person or property arising out of or in connection with the University's tenancy hereunder, or occurring in, on or about the Property arising from any action or omission of the University, its affiliates, agents, contractors or subcontractors, employees, servants, patrons, customers, guests, or subtenants; (ii) the University's breach of any terms of this Lease; provided nothing herein shall be construed to require the University to indemnify and save the Trust harmless when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence of the Trust, its agents, officers, employees, servants or contractors.

**B.** To the extent allowed by law, the Trust shall indemnify and save the University, its agents, employees, officers and trustees, harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including reasonable attorney's fees, which may arise out of or in connection with (i) the negligent acts or omission of the Trust, its agents, servants or employees, related to the Property; or (ii) the Trust's breach of any terms of this Lease; provided nothing herein shall be construed to require the Trust to indemnify and save the University when the claims, demands, suits, actions, damages, liability and/or expense arise solely from the negligence of the University, its officers, employees, servants, or contractors.

**C.** Notwithstanding any other provision in this Lease, in the event of any court action arising out of this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

**D.** All personal property placed or moved into the building will be at the risk of the University or those claiming under it. The Trust will not be liable to the University or others for any damage to person or property arising from theft, vandalism, any malfunction in the Building(s), any act or omission of any tenant at the Medical Center or of any other person, or otherwise. However, the foregoing will not relieve the Trust of liability for damage or injury resulting solely from the Trust negligence or willful misconduct. In no event will the Trust be liable for consequential damages, including, without limitation, lost profits, to the University or any of the University's agents.

## **ARTICLE XV**

### **SUBLETTING**

The University agrees to submit any proposed subleases of any portion of the Building(s) on the Property to the Trust for prior approval to assure consistency with Medical Center plans. Such approval shall not be unreasonably withheld, delayed or conditioned by the Trust and any approval or rejection of a request to sublet shall be expeditiously made.

## **ARTICLE XVI**

## **ASSIGNMENT**

The University shall not assign, transfer, surrender or otherwise dispose of any interest in this Agreement, without the formal prior written consent of the Trust.

## **ARTICLE XVII**

### **DEFAULT**

**A.** (1) If (other than by reason of fire or other casualty or condemnation) the University vacates or abandons the Property prior to the expiration of the Lease Term and fails to continue to pay rent; or (2) if the University fails to fulfill any terms or conditions of this Lease; or (3) if any execution or attachment is issued against the University or any of the University's property resulting in the Property or any part thereof being taken or occupied by someone other than the University; or (4) if the University should file a voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for other relief under any present or future statute, law or regulation relating to involuntary petition in bankruptcy filed against it; or (5) if the University shall permit, allow or suffer to exist, beyond the applicable cure period, any lien, judgment, writ, assessment, charge, attachment or execution upon the Trust's or the University's interest in this Lease or the Property and/or the fixtures, improvements and furnishings located thereon; then, in any such case, the University shall be deemed to have committed a default.

**B.** When the Trust serves a written notice to the University specifying the nature of a default, and if the default remains uncured (i) for ten (10) days after the giving of such notice if the default involves a monetary default, or (ii) for thirty (30) days after the giving of such notice if such default involves a non-monetary default (or if the non-monetary default is of a nature that it cannot be completely cured within said thirty (30) day period and if steps have not been diligently commenced to cure it within such thirty (30) day period and are not thereafter with reasonable diligence and in good faith continued to cure the default), the Trust may, at its option, in addition to such other remedies as may be available under Florida law: (i) terminate this Lease and the University's right of possession; or (ii) terminate the University's right to possession, but not this Lease. Notwithstanding any contrary provision in this Lease, in the event of any breach or default by the University, the Trust, at its election (and without waiving any other rights and remedies available to it), may bring a legal or equitable action or proceeding against the University to enforce compliance with the monetary and/or non-monetary provisions hereof.

**C.** The Trust agrees that in the event of its breach of this Lease or termination pursuant to actions of the Trust, the University may suffer substantial damage arising from loss of use of the Building(s) or improvements constructed on the Property.

## **ARTICLE XVIII**

### **TRANSFER OF UNIVERSITY'S INTERESTS**

At the expiration of the term of this Lease, or any extension thereof, or immediately upon its earlier termination, all Building(s) constructed and all permanent improvements made by the University on and within the Property shall become the property of the Trust free and clear of any and all encumbrances without any payment being made therefore to the University. This transfer of the University's interest shall become automatic upon the last day of this Lease, or on the effective date of its termination thereof, and the University accepts this condition by its execution of this Lease.

## **ARTICLE XIX**

### **REMOVAL OF PERSONAL PROPERTY**

All personal property placed on the Property by the University shall be removed on or before the effective date of the expiration or termination of this Lease. If the University shall fail to remove its property upon the expiration or termination hereof, the Trust may, at its option, as agent for the University for the purpose stated in this Article, and at the University's risk and expense, remove such property to a public warehouse, or retain the same in its own possession and after the expiration of thirty (30) days, sell the same at public auction, the proceeds of which shall be applied first to the expense of the sale, second to any sums owned by the University to the Trust, and any balance remaining shall be paid to the University. Any excess of the cost of removal, warehousing and sale over the proceeds of sale shall be paid by the University.

## **ARTICLE XX**

### **MAINTENANCE AND SURRENDER**

**A.** The University agrees to maintain and keep in a good state of repair, normal wear and tear and damage by the elements or fire excepted, the Property and any improvements constructed thereon during the term of this Lease; and may replace any buildings with new structures when necessary subject to the terms and restrictions stated in this Lease. The University agrees that at the end of the term of this Lease or upon any cancellation thereof, that all of the Property and any improvements constructed thereon shall be surrendered to the Trust, free and clear of any and all encumbrances, in good condition, except for reasonable wear and tear, and damage by the elements or fire, and all rights, title and interest in the improvements shall be vested solely in the Trust.

**B.** In the event the University refuses or neglects to maintain the Property or the improvements thereon as required hereunder and to the satisfaction of the Trust within thirty (30) days after written demand, or if impossible to complete within thirty (30) days, if the University fails to have a competent licensed contractor start such repairs within said thirty (30) day period and diligently pursues the same to completion, the Trust, in addition to any and all other available remedies, may make such repairs without liability to the University for any loss or damage that may accrue to the University's merchandise, fixtures, or other property, or to the University's business by reason thereof, and upon completion, the University shall pay the Trust's cost for making such repairs plus a ten percent (10%) for overhead, upon presentation of a bill thereof.

C. Notwithstanding the above, in the event any buildings or improvements are damaged by the elements, fire, storm or other casualty, the University shall have no obligation to repair or restore any buildings or improvements, but shall clean that portion of the property damaged and landscape to levels acceptable to the Trust.

## **ARTICLE XXI**

### **QUIET ENJOYMENT**

The University, subject to the terms and provisions of this Lease, upon payment of the rentals provided for herein and observing, keeping and performing all of the terms and provisions of this Lease on the University's part to be observed, kept and performed, shall lawfully, peacefully and quietly have, hold and enjoy the Property during the term hereof without hindrance or ejection by any persons lawfully claiming under the Trust.

## **ARTICLE XXII**

### **LIENS**

The University agrees not to suffer the estate of the Trust in the Property at any time during the term of this Lease to become subject to any lien, charge, or encumbrance whatsoever, and to indemnify and keep indemnified the Trust (the "Trust" shall be defined to include all officers, directors, agents or employees of the County as well as the Trust) against all such liens, charges, and encumbrances, it being expressly agreed that the University shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the estate of the Trust on the Property. In accordance with the applicable provisions of the Florida Mechanics' Lien Law and specifically, Florida Statute 713.10, no interest of the County or the Trust shall be subject to liens for improvements made or caused to be made by the University. The University, with respect to improvements or alterations made or caused to be made by it, shall promptly notify its contractor(s) of this provision, exculpating the Trust from liability for such liens.

## **ARTICLE XXIII**

### **TAXES**

The University shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Property, its improvements or its operations on the Property under this Lease Agreement, if any, provided, however, that the University shall not be deemed to be in default of its obligations under this Lease for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes.

## **ARTICLE XXIV**

### **HAZARDOUS MATERIALS**

The University shall not permit the presence, handling, storage or transportation of hazardous or toxic materials or medical waste in or about the Property or the Building(s), except in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of all government authorities having jurisdiction, and the applicable board of insurance underwriters. In no event shall the University dispose of hazardous or toxic materials in or about the Property or the Building(s). The University shall obtain and maintain, throughout the term of this Lease, all licenses and permits required in connection with the University's activities involving hazardous or toxic materials or medical waste. The University represents and warrants that the University, its vendors, agents, employees and invitees shall at all times during the term of this Lease be in compliance with all Toxic Waste Regulations. The University shall indemnify, defend and hold the Trust, its agents and mortgagees harmless from and against any and all claims, liabilities, injuries, damages, costs and expenses (including attorneys fees and costs through appeal) arising out of or in connection with any breach of this Article by the University. This indemnity shall survive the expiration or termination of this Lease. Nothing herein shall be construed to make the University liable for any environmental conditions on the Property existing prior to the University's occupancy of the Property nor shall the University be liable for any environmental conditions on the Property not caused, directly or indirectly, by the University.

## **ARTICLE XXV**

### **NON-DISCRIMINATION**

The University for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

**A.** In the use of the Property, no person, on the grounds of race, sex, age, color, national origin, physical disability or sexual orientation, shall be excluded from participation therein, or be denied the benefits thereof, or be otherwise subjected to discrimination.

**B.** In the construction of any improvements on, over, or under the Property land, and in the furnishings of services thereon, no person, on the grounds of race, color, sex, age, national origin, physical disability or sexual orientation, shall be excluded from participation therein or be denied the benefits accruing therefrom, or be otherwise subjected to discrimination.

**C.** The University shall use the Property in compliance with all other requirements imposed by or pursuant to Title 45, Code of Federal Regulations, Article 80, Non-discrimination under programs receiving federal assistance through the Department of Health, Education and Welfare-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

**D.** The University shall not discriminate against any employee or applicant for employment to be employed in the performance of the contract, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex,

age, national origin, physical disability, or sexual orientation, except where based on a bona fide occupation qualification or legitimate business reason.

## **ARTICLE XXVI**

### **SMOKE-FREE POLICY**

All Medical Center buildings are smoke-free by State and County ordinance and by accrediting organization requirements. Therefore, no smoking shall be allowed in any Building(s) on the Property.

## **ARTICLE XXVII**

### **NOTICES**

Any notices submitted or required by this Lease shall be sent by Registered or Certified Mail and addressed to the parties as follows:

To the County:	County Manager 111 N.W. 1 <sup>st</sup> Street Suite 2900 Miami, FL 33128
	President Public Health Trust c/o Facilities Administration Jackson Memorial Hospital 1611 N.W. 12 <sup>th</sup> Avenue Miami, FL 33136
To the University:	Vice President for Real Estate 1535 Levante Avenue Suite 201 Coral Gables, FL 33146

or to such address or either party may designate in writing.

## **ARTICLE XXVIII**

### **GENERAL PROVISIONS**

**A.** Both parties agree that this Lease contains the entire agreement of the parties and that there are no conditions or limitations to this undertaking, except those stated within.

**B.** After the execution hereof, no alteration, change or modification hereof shall be binding or effective unless executed in writing and signed by both parties hereto.

**C.** Both parties agree that the article headings contained in this Lease are included for convenience only, and that said headings form no substantive part of this Lease between the parties.

**D.** In no event shall the University and its respective officers, directors, trustees, agents, employees or servants be considered to be officers, trustees, directors, commissioners, agents, employees or servants of the Trust.

**E.** If any provision of this Lease shall be held void or unenforceable, the remaining provisions shall continue in full force and effect.

**F.** This Lease Agreement shall be binding upon the parties hereto and their successors and assigns, if any.

**G.** Both parties agree that this Lease is the product of negotiation, and both agree that neither is to be considered as the drafter for the purposes of construing this Lease.

**H.** With respect to the University's advertisements or promotional material regarding the Property, use of the name of the Trust, the County or the Medical Center, or any part or colorable imitation thereof, shall be governed by other agreement(s) and/or arrangement(s) addressing this subject between the parties.

**I.** In the event that the President, the Governor, the Mayor, the President of the Public Health Trust, or any other authorized official declares a state of emergency or announces a similar contingency, the Trust shall have the right to negate or suspend for any period of time any provision of this Lease, to occupy and use the Property, and appurtenances thereof, and any fixtures, furnishings, inventory, and supplies found there, with no compensation to the University. Nor shall the University have a right or claim for compensation for damages pursuant to the Trust's exercise of its rights under this provision provided that if the negation or suspension of any provision of this Lease materially interferes with the University's occupancy or use of the Property, rent shall be abated accordingly. Furthermore, the University should be compensated if its supplies and/or inventory are used by the Trust in regards to this provision.

## **XXIX**

### **NON-WAIVER**

The failure of either party in any one or more instances to insist upon the strict performance of any of the covenants of this Lease or to make an election to terminate for breach of the terms of this Lease, shall not be construed as a waiver or relinquishment for the future of any covenant, condition, agreement or election, but the same shall continue and remain in full force and effect.

**IN WITNESS WHEREOF**, the Trust and the University have caused this Lease to be executed by their respective property officers duly authorized thereunto, the day and year first above written.

**(SIGNATURE BLOCKS ON NEXT PAGE)**

(OFFICIAL SEAL)

**MIAMI-DADE COUNTY**, a political  
subdivision of the State of  
Florida, by its Board of County  
Commissioners

ATTEST:

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
County Manager

STATE OF FLORIDA       )  
  )SS:  
COUNTY OF MIAMI-DADE )

Before me personally appeared \_\_\_\_\_ and  
\_\_\_\_\_, to me well known and known to be the County Manager  
and Deputy Clerk of Miami-Dade County, Florida, who executed the foregoing  
instrument, and acknowledged to and before me that they executed said  
instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

(OFFICIAL SEAL)

**UNIVERSITY OF MIAMI**

ATTEST:

By: \_\_\_\_\_  
Robert L. Blake

By: \_\_\_\_\_  
Sergio Rodriguez  
Vice President for Real Estate

**(SIGNATURE BLOCKS CONTINUED ON NEXT PAGE)**



STATE OF FLORIDA                     )  
  )SS:  
COUNTY OF MIAMI-DADE            )

Before me personally appeared Sergio Rodriguez and Robert L. Blake, respectively as Vice President for Real Estate and Secretary of the University of Miami, a corporation not-for-profit, organized under the laws of the State of Florida and they acknowledged before me that they executed the foregoing instrument for the purpose therein expressed.

WITNESS my hand and official seal at Coral Gables, FL, said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

Approved as to form and legal  
sufficiency

By: \_\_\_\_\_  
Assistant County Attorney



**EXHIBIT "A"**

**Legal Description**